

NPIC/Reg. Office

Post Office Box 8043
Southwest Station
Washington, D. C. 20024

REGISTERED

30 JUN 1967



Amendment No. 1

Gentlemen:

Reference is made to the subject contract, entered into with your firm as of 13 April 1967, for development of two Automatic Rapid-Production Viewgraph Makers.

By this amendment it is hereby mutually agreed that the said contract shall be amended as follows:

1. Packing, crating and shipping charges will be reimbursed as a separate item from the target costs.

2. The clause of this contract entitled "PERIOD OF PERFORMANCE:" is amended to extend the time for completion of all work under this contract to 14 September 1967.

3. The following clause is added to the contract:

DELIVERY SCHEDULE:

a. Automatic Rapid-Production Viewgraph Maker

(1) First Unit ----- 14 August 1967

(11) Second Unit ----- 14 September 1967

b. Operation and Maintenance Manual

Five (5) copies ----- 14 August 1967

All other terms and conditions of the said contract shall be and remain the same.

Declass Review by NGA.

[Redacted]

25X

Please indicate your acceptance of the foregoing by signing this letter and the enclosed two copies thereof. Retain one copy for your records and return the signed original and remaining one copy to the undersigned at the earliest practicable date.

Very truly yours,

[Redacted]

Contracting Officer

25X

ACKNOWLEDGED AND ACCEPTED
THIS _____ DAY OF _____ 1967

[Redacted]

BY _____

TITLE _____

X1

MEMORANDUM FOR:

Carol file # 10197

5 July 67
(DATE)

(47)

BEST COPY
AVAILABLE

SECRET
(When Filled In)

10197

SPEED LETTER		REPLY REQUESTED		DATE
		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	6 June 67
TO : AIPIC		FROM: OL/PD/CAS		LETTER NO.
ATTN: [Redacted]		[Redacted]		25X1

Please note Paragraph 'D' of attached Mo. Report from [Redacted] Let me know if you concur with these items and if there is any CAS action req'd.

Thanks —

REPLY	DATE
	12 JUNE 67

I concur with the action in Paragraph D. I am not sure whatever action is required. It is my interpretation that there will be an increase in contract costs due to these changes.

FORM 5-61 1831	RESPONDER'S
	[Redacted]

SECRET

NPIC/Reg Off.

NEGOTIATED CONTRACT (SUPPLIES AND SERVICES)

REQUISITION OR OTHER PURCHASE AUTHORITY

CONTRACT/TASK ORDER NO.

2 MAY 1967

ISSUING OFFICE

NAME

ADDRESS

Post Office Box 8043
Southwest Station
Washington, D. C. 20024**CONTRACTOR**

CONTRACT FOR

AMOUNT

Development of Automatic Rapid-Production Viewgraph Makers

APPROPRIATION AND OTHER ADMINISTRATIVE DATA

This negotiated contract is entered into pursuant to statutory authority and any required determination and findings have been made.

This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and above named Contractor who is an ☐ Individual, ☐ Partnership, ☐ Corporation, incorporated in the State of _____, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached Schedule, or Task Orders, issued hereunder, for the consideration stated therein.

The rights and obligations of the parties to this contract shall be subject to and governed by the terms and conditions on the reverse hereof, attached Schedule and General Provisions. To the extent of any inconsistency between the Schedule and General Provisions, and any specifications or other provisions which are made a part of the contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control. (Sections A & E attached)

The Contractor represents (a) that it ☐ is, ☐ is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Federal Reg., Title 13, Ch. II, Part 103, 21 Fed. Reg. 9708, which contains the detailed definition and related procedures.), (b) that it ☐ has, ☐ has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if offeror is a regular dealer, it also represents that all supplies to be furnished hereunder ☐ will, ☐ will not be manufactured or produced in the United States or its territories or possessions by a small business manufacturer or producer; and, further, makes the representations regarding contingent or other fees, set forth on the reverse hereof.

WITNESS WHEREOF, the parties hereto have executed this contract as of 13 April 1967.

SIGNATURES (Type or print all names under all signatures)

THE UNITED STATES OF AMERICA

BY

TITLE

BY

CONTRACTING OFFICER

WITNESSES (In case of corporation, witnesses not required, but certificate on the reverse must be completed.)

NOTICE

This material contains information affecting the National Defense of the United States within the meaning of the Espionage Laws, Title 18, U.S.C. Secs. 793 and 794, the transmission or revelation of which in any manner to an unauthorized person is prohibited by law.

CONFIDENTIAL

Approved For Release 2005/06/06 : CIA-RDP78B04770A002800010011-0

Excluded From Automatic

(When Filled In) Downgrading and Declassification

(When Filled In)

SECURITY NOTE

This contract and correspondence relating thereto must be handled in strict accordance with classified handling and storage instructions furnished the contractor under separate cover by the procuring activity.

NOTE: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the certificate.

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this contract on behalf of the Contractor, was then _____ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(SIGNATURE) (Corporate Seal)

CONTRACTOR'S STATEMENT OF CONTINGENT OR OTHER FEES

The Contractor represents: (a) that he ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that he ☐ has, ☐ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting Officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Regulations, Title 44, Secs. 150.7 and 150.5(d), Fed. Reg. Dec. 31, 1952, Vol. 17, No. 253.)

TERMS AND CONDITIONS

1. SELLER'S INVOICES -- Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract number, Order number (if any), Item number; contract description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The Contractor or his authorized representative will sign ONLY the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation the name of the person signing, as well as the capacity in which he signs, must appear. For example: "John Doe Company, by John Smith, Secretary," "Treasurer," or as the case may be.

2. LABOR INFORMATION -- Attention is invited to the possibility that wage determinations may have been made under the Walsh-Healey Public Contracts Act providing minimum wages for employees engaged in the manufacture for sale to the Government of the supplies covered by this contract. Information in this connection, as well as general information as to the requirements of the act concerning overtime payment, child labor, safety and health provisions, etc. may be obtained from Wage and Hour and Public Contracts Division, Department of Labor, Washington 25, D. C.

3. DISCOUNTS: In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from date correct invoice or voucher (properly certified by the Contractor) is received in the office specified by the Government if the latter date is later than the date of delivery.

4. SAMPLES: Samples of items, when required, must be submitted within the time specified and at no expense to the Government. If not destroyed by testing, they will be returned at Contractor's request and expense, unless otherwise specified in the Schedule.

5. GOVERNMENT-FURNISHED PROPERTY -- No material, labor, or facilities will be furnished by the Government unless otherwise provided in the Schedule.

6. AGENTS -- Contracts signed by an agent must be accompanied by evidence of his authority.

7. ALTERATIONS -- Any alterations in this contract made by the Contractor must be initialed by both the Contractor and Contracting Officer.

8. MISTAKES -- Contractors are expected to examine the drawings, specifications, circulars, schedule and all instructions pertaining to the supplies or services. Failure to do so will be at the Contractor's risk. In case of mistake in extension of price the unit price will govern.

C O N F I D E N T I A L

(SCHEDULE)

PAGE 1 OF 3 PAGES

25X1

SCOPE OF WORK:

The Contractor will modify two (2) standard [] 10-15 Platemasters to provide automatic rapidly produced viewgraphs in accordance with the Contractor's Technical Proposal, [] 66-3560-1, dated 2 November 1966, which is incorporated herein by reference and made a part of this contract save for the following amendment:

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Under Paragraph 2.7 CONTROLS add:

A ground glass port for viewing the image plane (same size as image) will be provided. The port must be situated so that the operator can view the image while operating the focussing mechanism.

PERIOD OF PERFORMANCE:

The period of performance for all work under this contract shall be 13 April 1967 to 14 August 1967.

DELIVERABLE ITEMS:

1. Two (2) Automatic Rapid-Production Viewgraphmakers.
2. Operation and Maintenance Manual (Five (5) copies)
3. Reports required by the attached Specification No. DB-1001, dated 31 August 1966, which is incorporated in and made a part of this contract subject to the following:
 - a. The requirement for a final report is deleted.
 - b. The requirement for Installation Engineering Data at the six month period is deleted.

DELIVERY:

1. Two (2) copies of all reports required under this contract shall be forwarded directly to the Contracting Officer.
2. Three (3) copies of all reports required under this contract shall be forwarded to the Technical Representative of the Contracting Officer at the following address:

[]
Post Office Box 8031
Southwest Station
Washington, D. C. 20024

NOTICE

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C O N F I D E N T I A L

GROUP 1
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AND DECLASSIFICATION

C O N F I D E N T I A L

PAGE 2 OF 3 PAGES

(SCHEDULE)

25X1

3. In the event any item under this contract is personally delivered to the Technical Representative of the Contracting Officer, a signed receipt, in duplicate, must be obtained from said representative and one copy attached to any invoice submitted for reimbursement for such item(s). Failure to do so will result in suspension of payment, since the Disbursing Officer is prohibited from making payment without evidence of delivery.

CONSIGNEE ADDRESS:CHANGE OF SCOPE:

Whenever a redirection of effort is required not within the scope originally contemplated, the Contractor may appeal to the Contracting Officer for a written order to perform and a statement that an equitable adjustment in price will be made. Failure to appeal to the Contracting Officer before embarking upon the changed work will not afford protection of the right to additional compensation for such work.

25X1

2. The contract target fee shall be subject to the application of a cost incentive on an *80-20 share line on all costs under or over the target cost for this contract.

3. The contract fee shall be determined in accordance with the attached "ALLOWABLE COST, INCENTIVE FEE AND PAYMENT" clause, which is incorporated in and made a part of this contract.

4. In no event shall the fee for this contract be greater than ten (10) percent nor less than six (6) percent.

* Government Share.

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C O N F I D E N T I A L

(SCHEDULE)

PAGE 3 OF 3 PAGES

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USE OF FACILITIES:

a. The Contractor is authorized in the performance of this contract to use on a no-charge-for-use basis equipment presently existing under a Department of the Air Force Contract AF [] subject to the terms and conditions of the said contract.

b. The Contractor warrants that there is not included in the Contract Price set forth above any factor for the rental of such facilities and equipment or for the depreciation or amortization of such facilities and equipment.

c. If the said facilities and equipment are withdrawn from the Contractor by the Government or if permission to use on a no-charge basis is withdrawn from the Contractor at any time prior to completion of the work required for this contract the price and delivery schedule as set forth herein shall be equitable adjusted and shall be evidenced by a supplemental agreement hereto. Failure to agree upon such equitable adjustment in price and delivery shall constitute a dispute covering a question of fact within the meaning of the Clause of the contract entitled "Dispute."

d. The Contracting Officer does hereby determine that the use of Government owned facilities and equipment on a no-charge-for-use basis as authorized herein meets the requirements of Paragraph 13-402 of the Armed Services Procurement Regulations.

SECURITY:

The equipment to be delivered hereunder is UNCLASSIFIED.

The association of the sponsor with the reports being procured hereunder is classified CONFIDENTIAL. This classified information shall be divulged only on a need-to-know basis and then only to those who have been authorized in writing by this Government component to have access to classified information. Correspondence originated by the Contractor and/or data to be submitted hereunder, the contents of which contain classified information, or refer to the name and/or address of the Contracting Officer shall be stamped by you with the classification of CONFIDENTIAL.

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